

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of January 14, 2013 by and among Al Johnson Broadcasting, LLC (“Seller”), a Wisconsin limited liability company, and Case Communications LLC (“Buyer”), a Wisconsin limited liability company.

### Recitals

A. Seller owns and operates WSRG(FM), (Fac. ID No. 21714) Sturgeon Bay, Wisconsin (the “Station”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), except as set forth in Sections 1.2 and 1.3, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets and properties of Seller, real and personal, tangible and intangible, that are used or usable or held for use in the operation of the Station (the “Station Assets”), including, without limitation, the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the “FCC Licenses”), together with the Federal Aviation Administration (the “FAA”) licenses, and all other governmental licenses, permits, or authorizations issued to Seller with respect to the Station (collectively, the “Licenses”), including, without limitation, those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing;

(b) all of Seller’s equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used, usable or held for use in the operation of the Station, including without limitation those listed on *Schedule 1.1(b)*, except for any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business in accordance with Section 4.1(c) hereof (the “Tangible Personal Property”);

(c) all contracts, agreements and leases listed as assumed contracts on *Schedule 1.1(c)*, together with all contracts, agreements and leases made between the date hereof and Closing, and assumed in writing by Buyer in accordance with Section 4.1(i) hereof (the “Station Contracts”);

(d) all of Seller's goodwill, going-concern value, privileges, licenses, permits, rights in and to the Station's call letters and Seller's rights in and to the trademarks, trade names, service marks, internet domain names, websites, copyrights, patents, programs and programming material, jingles, slogans, logos, and other intangible property which are used, usable or held for use in the operation of the Station, including without limitation those listed on *Schedule 1.1(d)* (the "Intangible Property");

(e) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including the Station's local public file, programming information and studies, engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs, but excluding records relating to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for Assumed Obligations (defined in Section 1.3), liens for taxes not yet due and payable and liens that will be released at or prior to Closing (collectively, "Permitted Liens").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the "Excluded Assets"):

- (a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;
- (b) all accounts receivable arising out of operation of the Station prior to Closing;
- (c) all tangible and intangible personal property of Seller retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;
- (d) all Station Contracts that are terminated or expire prior to Closing in accordance with Article 4;
- (e) Seller's charter documents, and books and records relating to the organization, existence or ownership of Seller, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations;
- (f) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;
- (g) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller;

- (h) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.6; and
- (i) the assets listed on *Schedule 1.2*.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date under the Station Contracts to be assumed by Buyer and any other liabilities of Seller to the extent Buyer receives a credit therefor under Section 1.6 (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the "Retained Obligations"), to specifically include any outstanding obligations of Seller for air time due another party pursuant to all trade, barter or similar agreements for the sale or exchange of advertising time for goods and services ("Trade Deals").

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing, Buyer shall pay Seller, by wire transfer of immediately available funds, the sum of **FOUR HUNDRED TEN THOUSAND DOLLARS (\$410,000.00)**, subject to adjustment pursuant to Section 1.6 (the "Purchase Price").

1.5 Deposit. On the date of this Agreement, Buyer shall make a cash deposit in immediately available funds of **TWENTY THOUSAND DOLLARS (\$20,000.00)** (the "Deposit") with American National Bank Fox Cities (the "Escrow Agent") pursuant to the Escrow Agreement (the "Escrow Agreement") of even date herewith among Buyer, Seller and the Escrow Agent in the form attached hereto as Exhibit A. In the event that Buyer fails to timely fund the Deposit, this Agreement shall immediately terminate and neither party shall have any further obligation to the other. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price and any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated by Seller pursuant to Section 10.1(c), the Deposit and any interest accrued thereon shall be disbursed to Seller. If this Agreement is otherwise terminated pursuant to its terms, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall jointly instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement unless contested by a party in good faith in writing within five (5) business days of a disbursement request, in which event the Deposit shall remain with the Escrow Agent until the parties' dispute is resolved.

1.6 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles ("GAAP") as of 12:01 a.m. on the day of Closing (the "Effective Time"). Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. All prorations and adjustments shall be made no later than thirty (30) calendar days after Closing.

1.7 Allocation. On or before the Closing Date, Buyer and Seller shall mutually agree upon an allocation of the Purchase Price among the Assets that complies with Section 1060 of the Internal Revenue Code of 1986, as amended ("Code"). The allocation shall be binding on the parties and used for all tax filings and other related purposes. In the event that Buyer and Seller shall be unable to mutually agree upon the allocation by Closing, Buyer and Seller shall each select an independent certified public accountant within ten (10) days after the Closing and such independent certified public accountants shall within ten (10) days select a third independent certified public accountant who shall make a determination of the allocation within sixty (60) days after his or her selection. Buyer and Seller agree that the allocation determined by their mutual agreement or otherwise by the independent certified public accountant, as the case may be, shall be conclusive and binding on Buyer and Seller for all purposes, including without limitation, reporting and disclosure requirements of the Internal Revenue Service.

1.8 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place on or before the tenth business day after the date the FCC Consent (hereinafter defined) is initially granted ("Initial Grant") provided that no petition to deny or informal objection has been filed against the FCC Application (hereinafter defined), unless requested by Buyer's lender. In the event that a petition to deny or informal objection is filed against the FCC Application, then the Closing shall take place on or before the fifth business day after the date the FCC Consent has become a "Final Order", subject to the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the "Closing Date." For purposes of this Agreement, the term "Final Order" means action by the FCC, or by its Media Bureau acting pursuant to delegated authority, consenting to the FCC Application(s) (hereinafter defined) which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the normal time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired.

1.9 FCC Consent.

(a) Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the "FCC Application") requesting FCC consent to the voluntary assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent." Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible, as well as to defend the FCC Consent before the FCC and in court.

(b) Buyer and Seller shall promptly notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

1.10 Advertising Time. Buyer shall credit Seller in the amount of \$10,000.00 for the purchase of advertising on the Station during the first forty-eight (48) months following Closing. Advertising time on the Station sold to Seller through use of this credit shall be priced as set

forth in Appendix A. Any unspent credit remaining shall expire at 11:59 pm local time on the day that is 1460 days after Closing. Advertising time is subject to availability, and preemptions and make-goods shall be handled in accordance with then-current Station policy for such matters. Advertising time is also subject to all usual and customary Station policies with regard to content, cannot contain matter that it is political in nature, and cannot air during any "Lowest Unit Rate" political advertising period.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer :

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. Except as set forth on *Schedule 2.3* and except for the FCC Consent and consents to assign certain of the Station Contracts, the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any other contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party. To the knowledge of Seller, (i) no waiver of or exemption from any provisions of the Communications Act of 1934, as amended or from any rule, regulation or policy of the FCC (collectively, the "Communications Laws") is necessary for the FCC Consent to be obtained, and (ii) there are no matters relating to the Stations or to the qualifications of Seller which could reasonably be expected to result in the FCC's refusal to grant the FCC Application(s).

2.4 FCC Licenses. Except as set forth on *Schedule 1.1(a)*:

Seller is the holder of the FCC Licenses described on *Schedule 1.1(a)*, which are all of the licenses, permits and authorizations required for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled,

rescinded or terminated and have not expired. There is not pending, or, to Seller's knowledge threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC's rules of general applicability). The Station is not short-spaced, on a grandfathered basis or otherwise, to any existing station, outstanding construction permit, or pending application therefor, domestic or international, or to any existing or proposed broadcast channel allotment, domestic or international. There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, complaint, investigation or order of forfeiture against the Station or against Seller with respect to the Station. The Seller is operating the Station in compliance in all material respects with the FCC Licenses and the Communications Laws. All material reports and filings required to be filed with the FCC by Seller with respect to the Station during the current license term have been timely filed. All such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station, has placed all required documents in such file on a timely basis, and such file complies with the Communications Laws. To the knowledge of Seller, the Station is not causing interference in violation of the Communications Laws to the transmissions of any other broadcast station or communications facility, and no broadcast station or communications facility is causing interference in violation of the Communications Laws to the Station's transmissions or the public's reception of such transmissions. The Station is currently, and at the Closing Date will be, operating at its full authorized power as set forth in its main station license. The Station's tower is painted, obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the Communications Laws. All antenna towers used in connection with the Station, whether or not owned by Seller, have been registered with the FCC, if required to be registered, in accordance with the Communications Laws. The FCC registration number(s) for each of the Station's antenna tower(s) is set forth in *Schedule 1.1(a)*.

2.5 Taxes. Seller has, in respect of the Station's business and the Station Assets, duly filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of material items of Tangible Personal Property included in the Station Assets. Except as set forth on *Schedule 1.1(b)*, Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. All material items of Tangible Personal Property are in good operating condition, ordinary wear and tear excepted.

2.7 Real Property. *Schedule 1.1(c)* includes a description of each lease of Real Property or similar agreement included in the Station Contracts (the "Real Property Leases"). To Seller's knowledge, the Real Property is not subject to any suit for condemnation or other taking by any public authority. There is no owned real property included in the Station Assets.

2.8 Contracts. *Schedule 1.1(c)* also contains a list of all agreements, contracts, documents and amendments and modifications to the same (including without limitation, all Trade Deals and other agreements, whether written or oral, relating to trade or barter, indicating the nature and dollar amount of such commitments) that are used in the operation of the Station.

Seller has furnished to Buyer true and complete copies of all such agreements listed on *Schedule 1.1(c)*. The Station Contracts requiring the consent of a third party to assignment are identified with an asterisk on *Schedule 1.1(c)*. Each of the Station Contracts (including without limitation each of the Real Property Leases) is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in default thereunder, and to Seller's knowledge, no other party to any of the Station Contracts is in default thereunder.

2.9 Environmental. To the best of Seller's knowledge, except as set forth in any environmental report delivered by Seller to Buyer prior to the date of this Agreement, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property that is the subject of Real Property Leases ("Leased Real Property") included in the Station Assets. To the best of Seller's knowledge, except as set forth in any environmental report delivered by Seller to Buyer prior to the date of this Agreement, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Station and the Leased Real Property. Buyer, at its own expense, shall have the right at all reasonable times and from time to time within thirty (30) days of the date of this Agreement to conduct environmental audits of the Station Assets by a consultant of Buyer's choice, including Phase I, Phase II, or other environmental audits. Seller shall cooperate in the conduct of each audit and review performed and a copy of any written report provided to Buyer resulting from such audits, if any, shall be furnished to Seller.

2.10 Intangible Property. *Schedule 1.1(d)* contains a description of the Intangible Property included in the Station Assets. Except as set forth on *Schedule 1.1(d)*, (i) Seller's use of the Intangible Property does not infringe upon any third party rights in any material respect, (ii) no material Intangible Property is the subject of any pending, or, to Seller's knowledge threatened, legal proceedings claiming infringement or unauthorized use, and (iii) Seller has not received any written notice that its use of any material Intangible Property is unauthorized or infringes upon the rights of any other person. Except as set forth on *Schedule 1.1(d)*, Seller owns or has the right to use and transfer to Buyer the Intangible Property free and clear of Liens other than Permitted Liens.

2.11 Employees. Except as set forth on *Schedule 2.11*, (i) Seller has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Station's business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining, (ii) there is pending no unfair labor practice charge or complaint against Seller in respect of the Stations' business or, to Seller's knowledge threatened, before the National Labor Relations Board, any state labor relations board or any court or tribunal, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the business of any of the Stations, and (iii) Seller is not party to any collective bargaining, union or similar agreement with respect to the employees of Seller at any of the Stations, and no union represents or claims to represent or is attempting to organize such employees.

2.12 Insurance. Seller maintains insurance policies or other arrangements with respect to the Station and the Station Assets consistent with industry standards, and will maintain such policies or arrangements until the Effective Time.

2.13 Compliance with Law. Except as set forth on *Schedule 2.13*, Seller has complied in all material respects with all laws, rules and regulations, including without limitation the Communications Laws and the rules and regulations of the FAA applicable to the operation of the Station, and all decrees and orders of any court or governmental authority which are applicable to Seller's ownership or operation of the Station.

2.14 Litigation. Except as set forth on *Schedule 2.14*, there is no governmental or other action, suit, complaint, investigation or proceeding pending or, to Seller's knowledge threatened, against Seller in respect of the Station or the Station Assets. Seller is not operating under or subject to any order, writ, injunction or decree relating to the Station or the Station Assets of any court or governmental authority.

2.15 No Undisclosed Liabilities. There are no liabilities or obligations of Seller with respect to the Station that will be binding upon Buyer after the Effective Time other than the Assumed Obligations and other than pursuant to the prorations under Section 1.6.

2.16 Station Assets. The Station Assets include all assets that are owned or leased by Seller and used or held for use in the operation of the Station in all material respects as currently operated, except for the Excluded Assets. Seller has good and marketable title to the Station Assets free and clear of all Liens other than Permitted Liens, and except as otherwise set forth herein, no consent on the part of any other party is necessary for the sale and transfer thereof to Buyer.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).



3.3 No Conflicts. Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or is by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Litigation. There is no action, suit or proceeding pending or, to Buyer's knowledge threatened, against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.5 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate, the Station under the Communications Laws without any required waiver.

#### ARTICLE 4: SELLER COVENANTS

4.1 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall:

(a) operate the Station in the ordinary course of business (for avoidance of doubt, any expense reductions made consistent with Seller's past practices shall be deemed in the ordinary course of business) and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;

(b) manage and collect the Station's AR in the ordinary course of business consistent with past practice taking no extraordinary measures to delay or accelerate the collection of AR;

(c) not materially adversely modify, and in all material respects maintain in full force and effect, any of the FCC Licenses;

(d) not, other than in the ordinary course of business, sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity;

(e) shall run-off prior to Closing all outstanding advertising due under Trade Deals;

(f) maintain the Tangible Personal Property in the ordinary course of business;

(g) upon reasonable notice to Seller, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with

information relating to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station;

(h) except in the ordinary course of business and as otherwise required by law, not (i) enter into any employment, labor, or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing or (ii) increase the compensation payable to any employee of the Station, except for bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement (if any); and

(i) not enter into new Station Contracts that will be binding upon Buyer after Closing or amend or terminate any existing Station Contracts, except for Station Contracts made, amended or terminated with Buyer's prior written consent.

#### ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, (a) except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement, and (b) except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement will be filed with the FCC Application and thereby become a matter of public knowledge.

5.2 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Laws, control, supervision and direction of the operation of the Station prior to Closing shall remain the exclusive responsibility of Seller as the holder of the FCC Licenses.

5.3 Risk of Loss. The risk of any loss, or damage or destruction to any of the Station Assets to be transferred to Buyer hereunder from fire or other casualty or cause, shall be borne by Seller at all times prior to the Closing hereunder. It shall be the responsibility of Seller to take all commercially reasonable steps to repair or cause to be repaired and to restore the Station Assets to the condition they were in prior to any such loss, damage or destruction. Seller agrees to continue to maintain until the Closing Date such policies of insurance as are currently in force and which pertain to the Station Assets, or other policies providing substantially equivalent coverage. The proceeds of or any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace, or restore any such Assets to their former condition. Seller shall notify Buyer within five (5) days of any loss or damage to any of the Assets to be transferred hereunder from fire, casualty or other causes. Such notice shall specify the loss or damage incurred, the cause thereof, if known, or reasonably ascertainable, and the insurance coverage. If Seller cannot restore the facilities so that normal and usual transmission can be resumed before the Closing, the Closing shall be postponed, the exact date and time of such postponed Closing to be agreed to by Buyer and Seller within five (5) days of the above notice. In the event of any loss, damage or destruction that impairs the ability of the Station to

operate with its full licensed facilities, Buyer may, at its option, terminate this Agreement in any of the following instances: (i) if the Station does not operate for a period of seventy-two (72) consecutive hours; or (ii) if the Station does not operate with full licensed facilities for any period in excess of ten (10) consecutive days. Should Buyer elect not to terminate in these circumstances, in the event the facilities cannot be restored within thirty (30) days after the FCC Consent has become a Final Order, Buyer shall have the option to terminate this Agreement by written notice to Seller. In the event of any termination by Buyer under this Section, in addition to any other rights or remedies available to Buyer, Buyer shall be entitled to have the Deposit, including all interest earned thereon, returned immediately without any further obligation hereunder on the part of either party.

#### 5.4 Consents.

(a) Seller shall use commercially reasonable efforts to obtain (i) any third party consents necessary for the assignment of any Station Contract, and (ii) execution of reasonable estoppel certificates by lessors under any Real Property Leases requiring consent to assignment, but no such consents or estoppel certificates are conditions to Closing except for the Required Consents (defined below). Receipt of consent to assign to Buyer the Station Contracts designated with a diamond on *Schedule 1.1(c)* (along with the execution of a reasonable estoppel certificate relating thereto) is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consent").

(b) To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Station Contract; provided, however, with respect to each such Station Contract, Seller and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Station Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller's obligations arising under the Station Contract from and after Closing in accordance with its terms. This subparagraph 5.4(b) shall not apply to any Required Consents.

#### 5.5 Employees.

(a) Seller has provided Buyer a list showing employee positions and certain compensation information for employees of the Station who are available to Buyer for hire. Buyer may, but is not obligated to, offer post-Closing employment to such employees. With respect to each such employee, within thirty (30) calendar days after the date of this Agreement, Buyer shall notify Seller in writing whether or not it will offer employment to such employee upon Closing. At Closing, Buyer shall give Seller written notice identifying all Transferred Employees (defined below).

(b) Notwithstanding the foregoing, Buyer shall have no obligation to offer employment to any employee of Seller or of the Station and Seller shall be responsible for all wages, salaries, bonuses, severance and other payments to which any of Seller's employees are entitled as of the Closing Date. Buyer shall not assume any liabilities or obligations with respect to any past or present employees of Seller or the Station, including, without limitation, for wages, salaries, commissions, retirement, pension, bonus, termination, vacation, sick or other

pay, or for hospitalization, major medical, life or other insurance, or other employee benefits or any liabilities arising out of any termination by Seller of the employment of any employee of the Station or any liabilities for any employee benefit plan or arrangement of Seller for the Station employees.

(c) If applicable, Seller shall give any notice to any applicable employees required under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) or any similar state or local law, and Buyer shall comply with any applicable requirements thereunder after the Effective Time. If the WARN Act or any such other law is applicable, then Seller may by written notice to Buyer extend the Closing Date to a date within five (5) business days after expiration of all applicable notice periods.

(d) With respect to employees of the Station hired by Buyer (“Transferred Employees”), Seller shall be responsible for all compensation and benefits arising prior to the Effective Time (in accordance with Seller’s employment terms), and Buyer shall be responsible for all compensation and benefits arising after the Effective Time (in accordance with Buyer’s employment terms).

(e) Between the date of this Agreement and the date one (1) year after Closing, Seller shall not, without the prior written consent of Buyer, solicit for hire any of the Transferred Employees.

#### ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

##### 6.1 Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement, shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

(c) Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent pursuant to the FCC’s initial order shall have been obtained.

6.4 Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

## ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

### 7.1 Representations and Covenants.

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

(c) Buyer shall have received a certificate dated as of the Closing Date from Seller executed by an authorized officer of Seller to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent shall have been obtained by Final Order.

7.4 Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

7.5 Consents. The Required Consents shall have been obtained and arrangements contemplated under Section 5.4(b) acceptable to Buyer, as applicable, shall have been obtained.

7.6 Material Adverse Effect. No event shall have occurred since the date of this Agreement that has had or could reasonably be expected to result in a material adverse effect on the Station Assets, the FCC Licenses, business, prospects or operation of the Station.

## ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(i) good standing certificates issued by the Secretary of State of Seller's jurisdiction of formation;

(ii) a certificate executed by Seller's secretary or assistant secretary confirming that the officers executing this Agreement and the Seller Ancillary Agreements are authorized to execute such documents;

(iii) the certificate described in Section 7.1(c);

(iv) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer;

(v) an assignment and assumption of contracts assigning the Station Contracts from Seller to Buyer;

(vi) assignments and assumptions of leases assigning the Real Property Leases from Seller to Buyer;

(vii) domain name transfers assigning the Station's domain name(s) listed on *Schedule 1.1(e)* (if any) from Seller to Buyer following customary procedures of the domain name administrator;

(viii) endorsed vehicle titles conveying the vehicles included in the Tangible Personal Property (if any) from Seller to Buyer;

(ix) a bill of sale conveying the other Station Assets from Seller to Buyer;

(x) copies of fully executed Required Consents;

(xi) joint written instructions to the Escrow Agent; and

(xii) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

(i) the Purchase Price in accordance with Section 1.4 hereof;

(ii) good standing certificates issued by the Secretary of State of Buyer's jurisdiction of formation;

(iii) a certificate executed by Buyer certifying the due authorization of this Agreement and the Buyer Ancillary Agreements, together with copies of Buyer's authorizing resolutions;

(iv) the certificate described in Section 6.1(c);

(v) an assignment and assumption of contracts assuming the Station Contracts;

(vi) assignments and assumptions of leases assuming the Real Property Leases;

(vii) domain name transfers assuming the Station's domain name(s) listed on *Schedule 1.1(e)* (if any) following customary procedures of the domain name administrator;

(viii) any new agreements required by the Schedules to this Agreement or otherwise required by this Agreement (if any);

(ix) joint written instructions to the Escrow Agent; and

(x) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

#### ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those under Section 2.2 (Authorization), 2.5 (Taxes), and 2.9 (Environmental), all of which shall survive until the expiration of any applicable statute of limitations, and (ii) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

#### 9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

(i) any material breach by Seller of its representations and warranties made under this Agreement; or

(ii) any material default by Seller of any covenant or agreement made under this Agreement; or

(iii) the Retained Obligations; or

(iv) the business or operation of the Station before the Effective Time, except for the Assumed Obligations.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

(i) any material breach by Buyer of its representations and warranties made under this Agreement; or

(ii) any material default by Buyer of any covenant or agreement made under this Agreement; or

(iii) the Assumed Obligations; or

(iv) the business or operation of the Station after the Effective Time.

#### 9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a “Claim”), but a failure to give such notice or delaying such notice shall not affect the indemnified party’s rights or the indemnifying party’s obligations except to the extent the indemnifying party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 9.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party’s cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party’s written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim;

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

#### ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. In addition to the termination rights in Sections 1.5 and 5.3 and subject to Section 10.3, this Agreement may be terminated prior to Closing, as long as the terminating party is not in material breach hereof, as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);



(c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligations to make the Deposit within five (5) business days of the date hereof and to pay the Purchase Price at Closing; or

(d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date twelve (12) months after the date of this Agreement provided that the failure to close within such period of time is not due to a breach of or default under any terms or conditions of this Agreement by the party seeking to terminate pursuant to this provision.

10.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) business days thereafter or (ii) the Closing Date determined under Section 1.8.

10.3 Survival. Except as provided by Section 10.5, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.5 (Deposit) (and Section 10.5 with respect to the Deposit) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.4 Seller's Default: Specific Performance or Other Remedies. In the event of failure or threatened failure by Seller to comply with the terms of this Agreement, Buyer shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. Alternatively, Buyer may pursue other available remedies against Seller. Each party hereby agrees to waive any requirement for the posting of bond or other security in connection with any action seeking specific performance hereunder.

10.5 Buyer's Default: Liquidated Damages. If Seller terminates this Agreement pursuant to Section 10.1(c), then Seller shall be entitled to the Deposit and any interest accrued thereon, which payment shall constitute liquidated damages and the sole remedy of Seller for a breach by Buyer of this Agreement. The parties acknowledge and agree that payment of such amount shall constitute payment of liquidated damages and is not a penalty and that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

## ARTICLE 11: MISCELLANEOUS

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The filing fee applicable to the request for the FCC Consent

shall be paid one-half by Buyer and one-half by Seller. All governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement shall be paid one-half by Buyer and one-half by Seller. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby. No agent, broker, investment banker or other person or firm acting on behalf of or under the authority of Seller or Broker is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Seller or Buyer in connection with the transactions contemplated by this Agreement.

11.2 Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

11.3 Assignment. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party hereto; provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller; provided further, that (i) any such assignment does not unduly delay processing of the FCC Application, grant of the FCC Consent or Closing, and (ii) any such assignee delivers to Seller a written assumption of this Agreement. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller:

Al Johnson Broadcasting, LLC  
1009 Egg Harbor Rd.  
Sturgeon Bay, WI 54235  
Attn: Allen J. Johnson  
Facsimile: 920 743-9183  
Email: allenj621979@yahoo.com

with a copy (which shall not constitute notice) to:

Fletcher Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street, Suite 1100  
Arlington, VA 22209  
Attn: Kathleen Victory, Esq.  
Facsimile: 703-812-0486  
Email: victory@fhhlaw.com

if to Buyer:

Case Communications LLC  
10331 Water St.  
PO Box 106  
Ephraim, WI 54211  
Attn: Carrie Mesic

Facsimile: (800) 799-7143  
Email: [carrie@fm1069thelodge.com](mailto:carrie@fm1069thelodge.com)

with copies (which shall not constitute notice) to:

Pillsbury Winthrop Shaw Pittman LLP  
2300 N Street, NW  
Washington, DC 20037  
Attn: Lauren Lynch Flick, Esq.  
Facsimile: (202) 663-8007  
Email: [lauren.lynch.flick@pillsburylaw.com](mailto:lauren.lynch.flick@pillsburylaw.com)

11.5 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

11.6 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

11.7 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.8 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

11.9 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Wisconsin without giving effect to the choice of law provisions thereof. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought in any state court located in Wisconsin. The parties consent to the exclusive jurisdiction and venue of the Wisconsin Courts in any action, suit or proceeding arising out of or in connection with this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of exclusive jurisdiction and venue in the Wisconsin Courts and that any such action, suit or proceeding brought in the Wisconsin Courts has been brought in an inconvenient forum. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.10 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

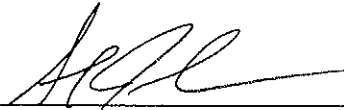
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

**AL JOHNSON BROADCASTING, LLC**

By:   
Name: *Al Johnson*  
Title: *President*

BUYER:

**CASE COMMUNICATIONS LLC**

By: \_\_\_\_\_  
Name:  
Title:

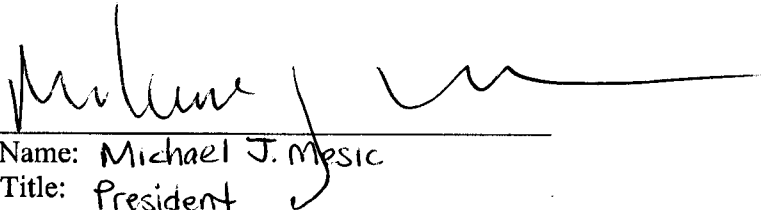
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: **AL JOHNSON BROADCASTING, LLC**

By: \_\_\_\_\_  
Name:  
Title:

BUYER: **CASE COMMUNICATIONS LLC**

By:  \_\_\_\_\_  
Name: Michael J. Mesic  
Title: President